

CONTRACT

**32083**

THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of July 1, 2010, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on January 4, 2011, by and between SOUTH BAY CENTER FOR COUNSELING, a non-profit corporation with offices located at 360 N. Sepulveda Blvd., Suite 2075, El Segundo, CA 90245("Contractor") and the CITY OF LONG BEACH, a municipal corporation ("City") and administering entity for Pacific Gateway Workforce Investment Network.

1. Recitals: This Contract is made with reference to the following facts and objectives:

1.1 The City submitted an application ("Application") to the Employment Development Department of the State of California (the "State"), for funds to provide meaningful training and employment opportunities for economically disadvantaged, unemployed and underemployed persons consistent with the Workforce Investment Act of 1998 ("WIA") codified as Section 504 of the Rehabilitation Act, 29 U.S.C. 794(d) and all regulations, directives, policies, procedures and amendments issued thereto and/or legislation, regulations, policies, directives, and/or procedures which may replace the Workforce Investment Act; and

1.2 The Application was approved by the State and a Workforce Investment Act subgrant has been executed by and between the State and the City authorizing such programs and providing the funding therefore under Workforce Investment Act Master Subgrant Agreement which has been designated as No. K178665 the ("Prime Contract"); and

1.3 Contractor desires to participate in said program and is qualified by procurement for the reason of experience, preparation, organization, staffing and facilities to provide services;

1.4 City is willing to utilize Contractor to provide WIA program services to

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1 youth residing in Lomita and Torrance.

2 NOW THEREFORE, in consideration of the terms and conditions contained  
3 herein, it is mutually agreed by and between the parties hereto as follows:

4 Section 1. DOCUMENT INCORPORATION.

5 The following documents are attached hereto as exhibits and incorporated  
6 herein and made a part hereof by this reference as if set forth in full herein:

7 A. The Prime Contract, Exhibit "A", and any extension or continuation  
8 thereof or any grant agreement which is the successor thereto which authorizes a training  
9 and employment program for the economically disadvantaged, unemployed and  
10 underemployed persons, and the documents incorporated therein and attachments  
11 thereto, including the assurances and certifications made by the State to the City.

12 B. Contractor's program description, statement of work performed,  
13 Contractor's operation plan for participants, program conditions and standards for  
14 Contractor's performance under this Contract (collectively, the "Statement of Work")  
15 attached hereto as Exhibit "B".

16 C. The Project Budget ("Budget") for the WIA Youth Program services  
17 to be provided by Contractor (the "Services") attached hereto as Exhibit "C".

18 D. The Program Planning Summary ("PPS") attached hereto as Exhibit  
19 "D".

20 Contractor and City agree to be bound by all the terms, conditions and  
21 provisions contained in the Prime Contract, the Application, the Statement of Work,  
22 Budget and PPS (collectively, the "Contract Documents").

23 Contractor hereby agrees to assume full responsibility for the performance  
24 of the operation, coordination and administration of such program pursuant to all the  
25 terms and conditions of Exhibits "B", "C" and "D" to the extent that said documents are  
26 applicable to the delivery of services by Contractor hereunder; and the parties hereto  
27 agree to perform all duties, obligations and tasks to be performed by each party under  
28 the Contract Documents.

1 In the event there is any conflict between the provisions of this Contract and  
2 the provisions of the Prime Contract, including the attachments thereto and the  
3 documents incorporated therein, as presently worded or amended in the future, the  
4 parties agree that the provisions of the Prime Contract shall control.

5 Contractor shall conduct training and employment activities in accordance  
6 with the provisions of the Contract Documents.

7 SECTION 2. TERM.

8 The term of this Contract ("Term") shall be deemed to have commenced as  
9 of January 5, 2011, and unless sooner terminated pursuant to the provisions hereof, shall  
10 terminate on December 30, 2012. Either of the parties hereto shall have the right to  
11 terminate this Contract in its entirety at any time during the Term for any or no reason  
12 whatsoever by giving fifteen (15) days prior written notice of termination to the other  
13 party. City shall have the additional right to cancel any part of this Contract at any time  
14 during the Term for any reason whatsoever by giving fifteen (15) days notice of such  
15 cancellation to the Contractor.

16 Notwithstanding the foregoing, the City shall have the right to terminate and  
17 cancel this Contract without notice, in its sole discretion, if the actions or non-action of  
18 Contractor subjects the City to liability, legal obligations or program operation obligations  
19 beyond the liability and obligations under the Contract Documents. If this Contract is  
20 terminated prior to the expiration of the Term, Contractor shall be reimbursed for all  
21 eligible program allowable costs which have been accrued but not paid through the  
22 effective date of termination. Contractor agrees to accept such amount, plus all amounts  
23 previously paid, as full payment and satisfaction of all obligations of City to Contractor.

24 SECTION 3. AWARD UNDER SPECIAL CONDITIONS.

25 The City may award a contract under special conditions if it determines the  
26 Contractor as "high risk" under the following categories:

27 (a) (1) A history of unsatisfactory performance, or (2) Is not financially  
28 stable, or (3) Has a management system which does not meet the management

1 standards, or (4) Has not conformed to terms and conditions of previous awards, or (5) Is  
2 otherwise not responsible; and if the City determines that an award will be made, special  
3 conditions and/or restrictions shall correspond to the high risk condition and shall be  
4 included in the award.

5 (b) Special conditions or restrictions may include: (1) Payment on a  
6 reimbursement basis; (2) Withholding authority to proceed to the next phase until receipt  
7 of evidence of acceptable performance within a given funding period; (3) Requiring  
8 additional, more detailed financial reports; (4) Additional project monitoring; (5) Requiring  
9 the Contractor to obtain technical or management assistance; or (6) Establishing  
10 additional prior approvals.

11 (c) If the City decides to impose such conditions, the City will either include  
12 such corrective action in the Statement of Work or notify the Contractor as early as  
13 possible, in writing, of: (1) The nature of the special conditions/restrictions; (2) The  
14 reason(s) for imposing them; (3) The corrective actions which must be taken before they  
15 will be removed and the time allowed for completing the corrective actions and (4) The  
16 method of requesting reconsideration of the conditions or restrictions imposed.

17 SECTION 4. PERFORMANCE REVIEW.

18 After each quarter during the Term, the City will conduct a review of  
19 Contractor's performance by comparing the Contractor's planned performance and/or  
20 contract earning levels with the actual performance and contract earning levels achieved  
21 by Contractor. If the Contractor is ten percent (10%) below planned performance and/or  
22 contract earning levels at the end of any quarter, the Contractor may be required to  
23 implement a corrective action plan. Any such corrective action plan shall be subject to  
24 review and approval by the City.

25 Underperformance at the end of the second quarter or any quarter  
26 thereafter, shall permit the City to unilaterally cancel this Contract or, in the alternative  
27 and at the sole discretion of the City, deobligate funds from this Contract up to the  
28 amount of the underexpenditures.

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1 SECTION 5. CONTRACT AMOUNT AND PAYMENT.

2 The total amount which shall be payable by City to Contractor for  
3 Contractor's allowable services during the Term shall not exceed Two Hundred  
4 Thousand Dollars (\$200,000.00).

5 The City shall, in due course, reimburse the Contractor for the actual,  
6 allowable, reasonable and necessary costs and expenses incurred by Contractor in the  
7 performance of this Contract which are authorized and approved by Exhibit "C" and are in  
8 accordance with and pursuant to the Prime Contract, to the extent that such Prime  
9 Contract is applicable to the Contractor's performance hereunder.

10 Payment to the Contractor shall be limited to the amounts specified in  
11 Exhibit "C" for the categories, criteria and rates established in said Attachment. The  
12 allocation of the total contract amount among the items in the Budget may vary by as  
13 much as ten percent (10%) without the approval by Workforce Investment Board's  
14 Executive Director ("Executive Director"). Additionally, Contractor may, with the prior  
15 written approval of the Executive Director or his designee, make adjustments within and  
16 among the categories of expenditures in the Budget in excess of ten percent (10%), and  
17 modify the performance to be rendered hereunder as provided in Exhibit "B"; provided,  
18 however, that any such adjustment in expenditures shall not result in an increase in the  
19 amount of the total contract. The agent or representative of Contractor who signs as the  
20 maker of checks or drafts or in any manner authorizes the disbursement of said funds or  
21 expenditure of same shall be covered by a blanket fidelity or comprehensive crime bond  
22 regarding the handling of said funds in an amount set out in Section 13, paragraph E of  
23 this Contract.

24 Contractor shall not charge nor receive compensation under this Contract  
25 for any services or expenses unless said services or expenses are directly and  
26 exclusively related to the purposes of this Contract, and provided that payment is not also  
27 received by Contractor from some other source for said services or expenses.

28 Disbursement of funds received from the State shall be under the direction

1 of the City Manager or his designee and shall be in accordance with the provisions of this  
2 Contract and made pursuant to the Prime Contract and any additional procedures,  
3 regulations and reporting requirements which are established by the City that do not  
4 conflict with applicable procedures, regulations and reporting requirements of the State.

5 All payments to Contractor by the City will be based upon invoices and the  
6 necessary supporting documents which the State and the City may require Contractor to  
7 submit. The expenditure of all funds shall be accounted for promptly and submitted with  
8 the funded "Period of Availability" for the program year. Reimbursement will not be made  
9 for claims generated beyond contract end date or ninety (90) days after the contract end  
10 date for properly accrued expenditures. Contractor shall keep separate detailed  
11 accounts for each expenditure for each component part of this project.

12 Public or private non-profit contractor revenues in excess of costs are  
13 considered program income or profits in accordance with Code of Federal Regulations  
14 definition of "Income" pursuant to 29 CFR 97.32(2). When authorized, program income  
15 may be added to the funds committed to the grant agreement. The program income shall  
16 be used for the purposes and under the conditions of the grant agreement or as  
17 amended unless the Governor of the State of California requires that such income be  
18 turned over to the State.

#### 19 SECTION 6. RECORDS.

20 Records relating to the performance of this Contract shall be kept and  
21 maintained by Contractor in accordance with the manner and method prescribed by  
22 applicable State regulations and guidelines and City requirements, and will be current,  
23 complete and available for purposes of inspection and audit during business hours as  
24 deemed necessary upon request by representatives of federal, state and local agencies.

25 Contractor shall provide access to all documents and materials related to  
26 this Contract and shall provide any information that the City, or its designee requires in  
27 order to monitor and evaluate Contractor's performance hereunder. All such records  
28 shall be maintained and accessible for a period of seven (7) years from the expiration or

1 earlier termination of this Contract.

2 SECTION 7. FINANCIAL REPORTS.

3 Contractor shall promptly distribute to the City Manager or his designee  
4 copies of all correspondence including, but not limited to, financial, operational and  
5 performance reports which Contractor submits to or receives from the State. Contractor  
6 shall provide such other reports, documents or information as may be requested or  
7 required by the City or the State within three (3) days of written request. Upon expiration  
8 or earlier termination of this Contract, and within the time and in the manner prescribed  
9 by the City, the Contractor shall perform all necessary close-out procedures required by  
10 the State and the City, including preparation of close-out reports and transmittal to the  
11 City of all documents in the possession of Contractor which relate to the Conduct of the  
12 Program, within the time and in the manner prescribed by the City. Final payment to the  
13 Contractor under this Contract will be paid only after the City has determined that  
14 Contractor has satisfactorily completed said close-out procedures.

15 If the Contractor is subject to the Single Audit Act (SAA), the Contractor  
16 shall include this Contract within the scope of the SAA audit. A copy of the SAA final  
17 audit report shall be delivered by Contractor to the City of Long Beach within thirty (30)  
18 calendar days after its request and, in any event, no later than six (6) months after the  
19 end of the then-current fiscal year of Contractor. In the event the Contractor fails to  
20 comply with this requirement, the Contractor shall be liable for any costs incurred by City  
21 for a substitute audit or review.

22 SECTION 8. ACCOUNTING PROCEDURES.

23 On a monthly basis, commencing on the last day of the month next  
24 succeeding the Effective Date of this Contract, the Contractor will submit an invoice with  
25 supporting documentation for payment based upon the cost categories in Attachment "B".  
26 These invoices will be due by the tenth (10<sup>th</sup>) working day after the end of each month.  
27 Contractor shall complete the monthly payment requests in the format required by the  
28 City.

1           The Contractor will establish separate account numbers within its  
2 accounting system to account for the expenditures and revenues of this Contract. The  
3 Contractor's accounting system will be in compliance with all applicable procedures and  
4 Federal and State authorities having jurisdiction over this Contract, and shall be  
5 consistent with the fiscal and accounting procedures, including accruals set forth herein.  
6 Without limiting the generality of the foregoing, the Contractor shall adhere to the  
7 following fiscal and accounting procedures:

8           A. Maintain a bank account and perform monthly bank reconciliations.

9           1. Deposit all receipts in the bank account promptly and intact.

10          (Do not pay any expense directly out of cash receipts).

11           2. Maintain bank validated copies for every deposit slip in  
12 chronological order. Each deposit slip should include sufficient detail to explain  
13 the source of the funds being deposited. (This may be done by recording the  
14 details on the deposit slip or by attached supporting documentation which may  
15 have been received with the receipts).

16           3. Disburse all funds by check, preferably signed by two (2)  
17 employees, neither of whom is the bookkeeper or the accounting clerk.

18           B. Designate specific employees to perform each of the following  
19 functions:

20           1. Receipt for goods and services provided to Contractor.

21           2. Approve the purchase of goods and services for Contractor.

22           3. Approve employee time sheets.

23           4. Each above function shall be designated to a different  
24 employee.

25           C. Maintain documented support for every check written which should  
26 include:

27           1. Original invoice from each vendor.

28           2. Indication by signature and date of an authorized employee



1 that the goods or services were received by the Contractor. This may be done on  
2 a separate receiving report, a copy of a packing slip or on the invoice itself.

3 3. Indication that the goods or services were approved for  
4 purchase by an authorized individual. This should be by signature and date and  
5 should appear on the invoice or on the purchase order or purchase requisition, if  
6 such is used by the Contractor.

7 D. Maintain a copy of each invoice submitted to the Operations Division  
8 with copies of all supporting documents.

9 E. Maintain the following records in an orderly fashion by grant period  
10 or Contractor's fiscal year:

- 11 1. Bank statements and bank reconciliations.
- 12 2. Deposit slips and supports.
- 13 3. Checks and supports.
- 14 4. Time sheets or documentation to verify Contractor's labor  
15 costs.
- 16 5. Cash receipts and cash disbursement journals.
- 17 6. Requests for reimbursement and supports.
- 18 7. Financial statements.

19 F. Maintain and file all required tax and personnel reports with  
20 appropriate agencies.

21 G. Contractor must adhere to all audit requirements as outlined in  
22 Contractor's respective OMB Circular, 29 CFR 95, and 29 CFR Part 96, and A 133, 29  
23 CFR 97.26 and 29 CFR 95.26 as applicable.

24 All invoices and billings will be considered final and must be submitted  
25 within forty-five (45) calendar days from the end of the Term. Resolution of disputed  
26 matters must be resubmitted within fifteen (15) calendar days from date mailed to  
27 Contractor. City, in its sole discretion, may elect not to pay any invoices or billings  
28 submitted after the cut-off date, or if funding is no longer available.

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1 SECTION 9. INDEPENDENT CONTRACTOR STATUS.

2 It is distinctly understood that in the performance of this Contract, the  
3 Contractor shall at all times be considered a wholly independent contractor and that  
4 Contractor's obligations to and authority from the City are solely as are preserved by this  
5 Contract. Contractor expressly warrants that it will not, at any time, hold itself out or in  
6 any manner represent that Contractor or any of its agents, volunteers, subscribers,  
7 members, officers or employees are in any manner the officers, employees or agents of  
8 the City or the Pacific Gateway Workforce Investment Network (Network), an  
9 unincorporated non-profit association. Contractor shall not have any authority to bind the  
10 City or Network at any time or for any purpose. Contractor nor any of Contractor's  
11 officers, employees or agents shall have any power or authority as agents or employees  
12 of the City or Network and shall not be entitled to any of the rights, privileges or benefits  
13 of a City or Network employee.

14 SECTION 10. ASSIGNMENT.

15 Contractor shall not delegate its duties or assign its rights hereunder, either  
16 in whole or in part, without the prior written consent of the City.

17 SECTION 11. INDEMNIFICATION AND HOLD HARMLESS.

18 Contractor expressly agrees to defend, protect, indemnify and hold the  
19 Network, the City, their respective officers, employees and agents ("Indemnified Parties"),  
20 free and harmless from and against any and all claims, damages, expenses, loss or  
21 liability of any kind or nature whatsoever growing out of, or resulting from the acts or  
22 omissions of Contractor, its officers, agents or employees in the performance of this  
23 Contract. Contractor shall, at its own cost, expense and risk, defend all claims or legal  
24 actions that may be instituted against either the Indemnified Parties and Contractor shall  
25 pay any settlement entered into or satisfy any judgment that may be rendered against  
26 either the Indemnified Parties as a result of said acts or omissions of Contractor, its  
27 officers, agents or employees in the performance of this Contract.

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1 SECTION 12. EMPLOYMENT TRAINING ACT CLAUSES.

2 Contractor shall administer contract within the policies and procedures  
3 mandated by the Workforce Investment Act of 1998 and the Network and agrees to  
4 comply with the following contract clauses, as applicable, during the duration of the  
5 contract period:

- 6 1. Compliance with requirements and/or regulations related to patent rights,  
7 copyrights, and rights in data;
- 8 2. Maintenance of records for 7 years;
- 9 3. The Equal Employment Opportunity Act provisions;
- 10 4. The Americans with Disabilities Act of 1990;
- 11 5. The Contract Work Hours and Safety Standards Act;
- 12 6. The Clean Air Act and Environmental Protection Agency regulations;
- 13 7. The Energy Policy Conservation Act;
- 14 8. The Bryd Anti-Lobbying Amendment;
- 15 9. Veteran's Priority Provisions;
- 16 10. Whistle Blower Protection;
- 17 11. Buy American Requirements.

18 SECTION 13. INSURANCE.

19 Concurrent with the execution of this Contract by Contractor, as a condition  
20 precedent to the effectiveness of this Contract, and in partial performance of the  
21 obligations of indemnity assumed by Contractor under Section 11 above, Contractor shall  
22 procure and maintain during the Term at Contractor's expense:

23 A. Comprehensive General Liability in an amount not less than Two  
24 Million Dollars (\$2,000,000.00) combined single limit for each occurrence or Four Million  
25 Dollars (\$4,000,000.00) General Aggregate for bodily injury, personal injury and property  
26 damage. The Indemnified Parties shall be covered as insureds in respect to liability  
27 arising out of activities performed by or on behalf of the Contractor and coverage shall be  
28 in a form acceptable to the Risk Manager of the City ("Risk Manager").

1           B.     Automobile Liability in an amount not less than Five Hundred  
2 Thousand Dollars (\$500,000.00) combined single limit per accident for bodily injury and  
3 property damage covering owned, non-owned and hired vehicles.

4           C.     Workers' Compensation as required by the Labor Code of the State  
5 of California and Employers' Liability Insurance with limits of one Million Dollars  
6 (\$1,000,000.00) per occurrence.

7           D.     Accidental Medical, Death and Dismemberment Insurance for all  
8 participants not entitled to workers' compensation benefits under the provisions of  
9 Section 3700 of the Labor Code of the State of California, unless this requirement has  
10 been waived in writing by the Risk Manager. Said insurance shall have limits of not less  
11 than One Hundred Thousand Dollars (\$100,000.00) Accident Medical and Twenty-Five  
12 Thousand Dollars (\$25,000.00) Accidental Death and Dismemberment.

13           E.     Blanket Honesty or Comprehensive Crime Bond in an amount of fifty  
14 percent (50%) of sums payable under this Contract, or Twenty-Five Thousand Dollars  
15 (\$25,000.00), whichever is higher, to safeguard the proper handling of funds by those  
16 employee's agents or representatives of the Contractor who sign as the maker of checks  
17 or drafts or in any manner authorize the disbursement or expenditure of said funds.

18                 Each insurance policy shall be endorsed to provide that coverage shall not  
19 be cancelled by either party, reduced in amount or in limits, except after thirty (30) days  
20 prior written notice has been given to the City. All such insurance shall be primary and  
21 not contributing to any other insurance or self-insurance maintained by the Indemnified  
22 Parties.

23                 The insurance required hereunder shall be placed with carriers admitted to  
24 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M.  
25 Best Company and may be subject to such self-insurance or deductible as may be  
26 approved by the Risk Manager. Any Contractors which Contractor may use in the  
27 performance of services under this Contract shall be required to maintain insurance in  
28 accordance with the requirements here in Section 13.

1 Contractor shall furnish the City with certificates of insurance and with  
2 original endorsements affecting coverage as required above. The certificates and  
3 endorsements for each insurance policy shall be signed by a person authorized by that  
4 insurer to bind coverage on its behalf. Policies written on a "claims made" basis shall  
5 provide for an extended reporting period of not less than One Hundred Eighty (180) days.  
6 No claims made policies shall be acceptable to City unless the City Manager determines  
7 that no occurrence policy is available in the market for the particular risk being insured.  
8 Any modification or waiver of the insurance requirements contained in this Contract shall  
9 only be made with the written approval of the Risk Manager in accordance with  
10 established city policy.

11 SECTION 14. DRUG-FREE WORKPLACE.

12 Contractor shall comply with Government Code Sections 8350 et seq. and  
13 29 CFR Part 98, in matters relating to providing a drug-free workplace including, but not  
14 limited to, the following:

15 A. Publishing a statement notifying employees that unlawful  
16 manufacture, distribution, dispensation, possession, or use of a controlled substance is  
17 prohibited and specifying actions to be taken against employees for violations, as  
18 required by Government Code Section 8355(a).

19 B. Establishing a Drug-Free Awareness Program as required by  
20 Government Code Section 8355(b), to inform employees about all of the following:

- 21 1. The dangers of drug abuse in the workplace,
- 22 2. The person's or organization's policy of maintaining a drug-  
23 free workplace;
- 24 3. Any available counseling, rehabilitation and employee  
25 assistance programs, and
- 26 4. Penalties that may be imposed upon employees for drug  
27 abuse violations.

28 C. Ensuring that every employee who provides services under this

1 Contract:

- 2                           1. Will receive a copy of Contractor's drug-free policy statement,  
3                   and  
4                           2. Will agree to abide by the terms of Contractor's statement as  
5                   a condition of employment on this Contract:

6                   Payments due Contractor may be subject to suspension or termination for  
7 failure to carry out the requirements of Government Code Sections 8350 et seq. and 29  
8 CFR Part 98, Debarment and Suspension; Drug Free Workplace. As provided in  
9 Government Code Section 8357, the City shall not be required to ensure that Contractor  
10 provides a drug-free workplace.

11                   SECTION 15. NON-DISCRIMINATION.

12                   In connection with performance of this Contract and as refined by  
13 applicable federal laws, rules and regulations, Contractor shall not discriminate in  
14 employment or in the performance of this Contract on the basis of race, religion, national  
15 origin, color, age, sex, sexual orientation, gender identify, AIDS, HIV status, handicap, or  
16 Disability.

17                   It is the policy of the City to encourage the participation of Disadvantaged,  
18 Minority and Women-Owned Business Enterprises in City's procurement process, and  
19 Contractor agrees to use its best efforts to carry out this policy in the award of all  
20 approved subcontracts to the fullest extent consistent with the efficient performance of  
21 this Contract. Contractor may rely on written representations by Contractors regarding  
22 their status. Contractor shall report to City in March and in September or, in the case of  
23 short-term agreements, prior to invoicing for final payment, the names of all sub-  
24 consultants engaged by Contractor for this Project and information on whether or not they  
25 are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in  
26 Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

27                   SECTION 16. CONFIDENTIALITY.

28                   Contractor shall keep confidential all financial, operations, and performance

1 records relating to its performance of this Contract ("Data") and shall not disclosed the  
2 Data or use the Data directly or indirectly other than in the course of services provided  
3 hereunder. The obligation of confidentiality shall continue following expiration or earlier  
4 termination of this Contract. In addition, Contractor shall keep confidential all information,  
5 whether written or oral, or visual, obtained by any means whatsoever in the course of  
6 Contractor's performance hereunder for the same period of time. Contactor shall not  
7 disclose Data to any third party, nor use it for Contractor's own benefit or the benefit of  
8 others without first obtaining the prior written authorization and consent of the City.

9 All Data and other information, in whatever form or medium, compiled or  
10 prepared by Contractor in performing its services or furnished to Contractor by City shall  
11 be the property of City and City shall have the unrestricted right to use or disseminate  
12 same without payment of further compensation to Contractor. Copies of Contractor's  
13 work product may be retained by Contractor for its own records.

14 SECTION 17. BREACH OF CONFIDENTIALITY.

15 Contractor shall not be liable for a breach of confidentiality with respect to  
16 Data that:

- 17 (a) Contractor demonstrates Contractor knew prior to the time  
18 City disclosed it; or  
19 (b) Is or becomes publicly available without breach of this  
20 Contract by Contractor; or  
21 (c) A third party who has a right to disclose such information does  
22 so to Contractor without restrictions on further disclosure; or  
23 (d) Must be disclosed pursuant to subpoena, court order, state or  
24 federal WIA rules and regulations, federal Department of Labor rules and  
25 regulations, or the rules and regulations of any other governmental agency having  
26 jurisdiction over WIA administration.

27 SECTION 18. NOTICES.

28 All notices required or given pursuant to the provisions hereof may be

1 served either by: (1) enclosing the same in a sealed envelope addressed to the party  
2 intended to receive the same at the address indicated herein and deposited postage  
3 prepaid, in the U.S. Postal Service as certified mail, return receipt requested, or (2)  
4 personal service. Such notices shall be effective on the date personal service is effected  
5 or the date of the signature on the return receipt. For the purposes hereof, the address of  
6 the City and the proper party to receive any such notices on its behalf is the City  
7 Manager, City Hall, 333 West Ocean Boulevard, Long Beach, California, 90802; and the  
8 Contractor's address for service of any such notices shall be South Bay Center for  
9 Counseling, 360 N. Sepulveda Blvd., Suite 2075, El Segundo, CA 90245, attn: Rebecca  
10 Goldberg, Telephone (310) 414-2090, Fax No. (310) 414-2096.

11 SECTION 19. CONTRACT ADMINISTRATION.

12 The City Manager, or designee, is authorized and directed, for and on  
13 behalf of the City, to administer this Contract and all related matters, and any decision of  
14 the City Manager, or his designee, in connection herewith shall be final.

15 SECTION 20. CORPORATE STATUS.

16 If the Contractor is a corporation, Contractor shall, as a condition precedent  
17 to the effectiveness of this Contract, submit to City proof of good standing of the  
18 corporate status.

19 SECTION 21. ENTIRE AGREEMENT.

20 This document fully expresses all understandings of the parties concerning  
21 all matters covered and shall constitute the total Agreement. Except for the adjustments  
22 of Exhibits "B" and "C" as provided in Section 5 hereof, no addition to or alteration of the  
23 terms of this Contract whether by written or oral understanding of the parties, their  
24 officers, agents or employees shall be valid unless made in writing and formally adopted  
25 in the same manner as this Contract.

26 SECTION 22. CAPTIONS AND ORGANIZATION.

27 The various headings and numbers herein and the grouping of the  
28 provisions of this Contract into separate Sections, paragraphs and clauses are for the



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ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

1 purpose of convenience only and shall not be considered a part hereof, and shall have no  
2 effect on the construction or interpretation of any part of this contract.

3 SECTION 23. TAX REPORTING.

4 As required by federal and state law, City is obligated to and will report the  
5 payment of compensation to Contractor on Form 1099-Misc. Contractor shall be solely  
6 responsible for payment of all federal and state taxes resulting from payments under this  
7 Agreement. Contractor shall submit Contractor's Employer Identification Number (EIN),  
8 or Contractor's Social Security Number if Contractor does not have an EIN, in writing to  
9 City's Accounts Payable, Department of Financial Management. Contractor  
10 acknowledges and agrees that City has no obligation to pay Contractor until Contractor  
11 provides one of these numbers.

12 SECTION 24. AUTHORIZATION TO EXECUTE.

13 Contractor warrants and affirms to City that any and all persons signing this  
14 Contract are authorized and empowered to so sign and that the execution of this Contract  
15 by such person or persons does bind Contractor to all terms, covenants and conditions of  
16 this Contract.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

SOUTH BAY CENTER FOR COUNSELING, a non-profit corporation

Dated: 3/11/11, 2011

By Colleen Moore  
Title Executive Director

Dated: 3/11/11, 2011

By Renetta S. Jones  
Title Youth Development Director

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Dated: 3.24, 2011

By [Signature] Assistant City Manager  
City Manager EXECUTED PURSUANT SECTION 301 OF THE CITY CHARTER.  
"City"

The foregoing Contract is hereby approved as to form this 18<sup>th</sup> day of March, 2011.

ROBERT E. SHANNON, City Attorney

By [Signature] Deputy

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

# EXHIBIT A

Dist. WIA 4/2/11

WIA SUBGRANT AGREEMENT

REGISTRATION NO: K178665  
 MODIFICATION NO: 01  
 SUBGRANTEE CODE: LBC

CITY OF LONG BEACH

SUBGRANTOR State of California  
 Employment Development Dept.  
 Workforce Services Division  
 P.O. Box 826880, MIC 69  
 Sacramento, CA 94280-0001

SUBGRANTEE: CITY OF LONG BEACH  
 3447 ATLANTIC AVENUE  
 LONG BEACH CA 90807

GOVERNMENTAL ENTITY: YES.

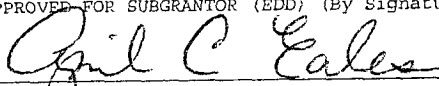
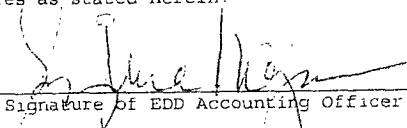
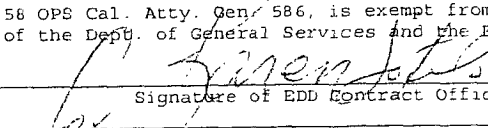
This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the CITY OF LONG BEACH, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Local Plan for the above named Subgrantor filed with the Subgrantor pursuant to the Workforce Investment Act (WIA). This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart	Exhibit AA, pages 1 through 1
Title I-A (WIA TITLE I ADULT FORMULA)	Exhibit CC, pages 1 through 2
Title I-D (RAPID RESPONSE FOR RA&PGM)	Exhibit FF, pages 1 through 2
Title I-D (TITLE I DISLOCATED WORKER)	Exhibit EE, pages 1 through 2

ALLOCATION(s):	PRIOR AMOUNT: \$2,108,695.00
The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL":	INCREASE/DECREASE: \$3,904,612.00
	TOTAL: \$6,013,307.00

TERMS OF AGREEMENT:	Terms of Exhibits are as designated on each exhibit
From 04/01/2010 to 06/30/2012	

PURPOSE: To incorporate and add WIA formula funding for PY 10-11 into grant codes 201, 202, 501, 502, 540 and 541.

APPROVED FOR SUBGRANTOR (EDD) (By Signature) 	APPROVED FOR SUBGRANTEE (By Signature) Unilateral modification. Subgrantee Signature not required.
Name and Title MICHAEL EVASHENK CHIEF WORKFORCE SERVICES DIVISION	Name and Title
I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein: 	This Agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen. 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance: 
Signature of EDD Accounting Officer	Signature of EDD Contract Officer

WIA  
SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

Exhibit AA  
Page 1 of 1

SUBGRANTEE NAME: CITY OF LONG BEACH

SUBGRANT NO: K178665  
MODIFICATION NO: 01

I. ALLOCATION

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
<b>TITLE I-A: WIA-ADULT</b>				
96151 WIA TITLE I ADULT FORMULA (201) : 07/01/2010 to 06/30/2012 Prog/Element 61/ 00 Ref 101 Fed Catlg 417258	\$0 00	\$348,739.00	\$0.00	\$348,739.00
98281 WIA TITLE I ADULT FORMULA (202) : 10/01/2010 to 06/30/2012 Prog/Element 61/00 Ref 101 Fed Catlg 417258	\$0.00	\$1,660,438.00	\$0.00	\$1,660,438.00
TOTAL TITLE I-A	\$0.00	\$2,009,177.00	\$0.00	\$2,009,177.00
<b>TITLE I-D: WIA-DISLOCATED WORKERS</b>				
96211 RAPID RESPONSE FOR RA&PGM (540) : 07/01/2010 to 06/30/2011 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$0.00	\$61,458.00	\$0.00	\$61,458.00
98421 RAPID RESPONSE FOR RA&PGM (541) : 10/01/2010 to 06/30/2011 Prog/Element 61/ 70 Ref 001 Fed Catlg 417278	\$0.00	\$184,375.00	\$0.00	\$184,375.00
96201 TITLE I DISLOCATED WORKER (501) : 07/01/2010 to 06/30/2012 Prog/Element 61/ 00 Ref 101 Fed Catlg 417278	\$0.00	\$451,249.00	\$0.00	\$451,249.00
98211 TITLE I DISLOCATED WORKER (502) : 10/01/2010 to 06/30/2012 Prog/Element 61/00 Ref 101 Fed Catlg 417278	\$0.00	\$1,198,353.00	\$0.00	\$1,198,353.00
TOTAL TITLE I-D	\$0.00	\$1,895,435.00	\$0.00	\$1,895,435.00
<b>TITLE I-Y: YOUTH</b>				
96101 WIA TITLE I YOUTH FORMULA (301) : 04/01/2010 to 06/30/2012 Prog/Element 61/ 00 Ref 101 Fed Catlg 417259	\$2,108,695.00	\$0.00	\$0.00	\$2,108,695.00
TOTAL TITLE I-Y	\$2,108,695.00	\$0.00	\$0.00	\$2,108,695.00
<b>GRAND TOTAL:</b>	<b>\$2,108,695.00</b>	<b>\$3,904,612.00</b>	<b>\$0.00</b>	<b>\$6,013,307.00</b>

All references are to the Workforce Investment Act of 1998, Title I, unless otherwise noted. For modifications purposes only. All other terms and conditions of this exhibit not included herein remain unchanged.

EXHIBIT COVER SHEET

SUBGRANT NO: K178665  
MODIFICATION NO: 01

EXHIBIT CC  
Page 1 OF 2

SUBGRANTEE: CITY OF LONG BEACH  
FUNDING SOURCE: WIA TITLE I ADULT FORMULA 201

TERM OF THESE FUNDS: 07/01/2010 TO: 06/30/2012

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

These Workforce Investment Act (WIA) formula funds are being incorporated into your Program Year 2010-11 Subgrant Agreement to support the WIA Adult Program. The funds in grant code 201 consist of 1st round funding and are available for expenditures from July 1, 2010 through June 30, 2012. Second round funding is in grant code 202 and available for expenditures from October 1, 2010 through June 30, 2012. Adult funds are available for expenditures provided an approved plan is on file with the State of California.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO: K178665  
MODIFICATION NO: 01

EXHIBIT CC  
Page 2 OF 2

SUBGRANTEE: CITY OF LONG BEACH  
FUNDING SOURCE: WIA TITLE I ADULT FOR 2 202

TERM OF THESE FUNDS: 10/01/2010 TO: 06/30/2012

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

These funds are being incorporated into your Program Year 2010-11 Subgrant Agreement to support the Workforce Investment Act (WIA) Adult Program. The funds in grant code 202 consist of second round funding and are available for expenditures from October 1, 2010 through June 30, 2012. First round funding is in grant code 201 and is available for expenditures from July 1, 2010 through June 30, 2012. Adult funds are available for expenditures provided an approved plan is on file with the State of California.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO: K17866E  
MODIFICATION NO: 01

EXHIBIT FF  
Page 1 OF 2

SUBGRANTEE: CITY OF LONG BEACH  
FUNDING SOURCE: WIA RAPID RESPONSE 540

TERM OF THESE FUNDS: 07/01/2010 TO: 06/30/2011

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

These Workforce Investment Act (WIA) 25 percent Rapid Response funds are being incorporated into your Program Year 2010-2011 Subgrant Agreement. The funds in grant code 540 consist of first round funding and are available for expenditures from July 1, 2010 through June 30, 2011. Second round funding is in grant code 541 and is available for expenditures from October 1, 2010 through June 30, 2011.

These "formula based" Rapid Response funds (see Information Notice WSIN09-74) must be used for the cost of required and allowable Rapid Response activities in response to layoffs, business closures, and natural disasters.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO. K178665  
MODIFICATION NO. 01

EXHIBIT FF  
Page 2 OF 2

SUBGRANTEE CITY OF LONG BEACH  
FUNDING SOURCE WIA RAPID RESPONSE #2 541

TERM OF THESE FUNDS: 10/01/2010 TO 06/30/2011

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

These Workforce Investment Act (WIA) 25 percent Rapid Response funds are being incorporated into your Program Year 2010-2011 Subgrant Agreement. The funds in grant code 541 consist of second round funding and are available for expenditures from October 1, 2010 through June 30, 2011. First round of funding is in grant code 540 and is available for expenditures from July 1, 2010 through June 30, 2011.

These "formula based" Rapid Response funds (see Information Notice WSIN09-74) must be used for the cost of required and allowable Rapid Response activities in response to layoffs, business closures, and natural disasters.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)



EXHIBIT COVER SHEET

SUBGRANT NO: K17866E  
MODIFICATION NO: 01

EXHIBIT EE  
Page 1 OF 2

SUBGRANTEE CITY OF LONG BEACH  
FUNDING SOURCE: WIA TITLE I DISLOCATED WR 501

TERM OF THESE FUNDS: 07/01/2010 TO: 06/30/2012

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

These funds are being incorporated into your Program Year 2010-2011 Subgrant Agreement to support the Workforce Investment Act (WIA) Dislocated Worker Program. The funds in grant code 501 consist of first round funding and are available for expenditures from July 1, 2010 through June 30, 2012. Second round funding is in grant code 502 and is available for expenditures from October 1, 2010 through June 30, 2012. Dislocated Worker funds are available for expenditures provided an approved plan is on file with the State of California.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

EXHIBIT COVER SHEET

SUBGRANT NO. K178665  
MODIFICATION NO. 01

EXHIBIT EE  
Page 2 OF 2

SUBGRANTEE: CITY OF LONG BEACH  
FUNDING SOURCE: WIA TITLE I DISLOCAT WR2 502

TERM OF THESE FUNDS. 10/01/2010 TO. 06/30/2012

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

These funds are being incorporated into your Program Year 2010-2011 Subgrant Agreement to support the Workforce Investment Act (WIA) Program. The funds in grant code 502 consist of second round funding and are available for expenditure from October 1, 2010 through June 30, 2012. First round funding is in grant code 501 and is available for expenditure from July 1, 2010 through June 30, 2012. Dislocated Worker funds are available for expenditures provided an approved plan is on file with the State of California.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA (3/2000)

**Statement of Work  
Youth Academy Project  
Cost Reimbursement Contract**

**SUBCONTRACTOR:** South Bay Center for Counseling  
360 N. Sepulveda Blvd., Suite 2075  
El Segundo, CA 90245  
*(Hereinafter referred to as "Subcontractor")*

**CONTRACT TERM:** January 5, 2011 – December 30, 2012

**CONTRACT AMOUNT:** \$200,000 (2 Years)

**YOUTH TO BE SERVED:** Out-of-School Youth

**SERVICE REGION:** Region 2 – Lomita/Torrance

**YOUTH TO ENROLL/SERVE:** 45

**FUNDING AGENCY:** City of Long Beach, Administrative Entity for  
the Pacific Gateway Workforce Investment  
Network

Administered by the City of Long Beach, the Pacific Gateway Workforce Investment Network (Network), through its Youth Opportunity Center (YOC), coordinates and oversees services supporting the workforce needs of the residents and businesses it serves. South Bay Center for Counseling (SBCC) shall, on behalf of the Network and YOC, administer the program services described herein.

**I. PROJECT SUMMARY**

In accordance with this contract, Subcontractor shall provide youth services funded under the Workforce Investment Act (WIA) of 1998. The overall goal is to provide services that develop the potential of youth as citizens and leaders, and fosters positive long-term outcomes for youth participants. The youth served under this contract are 14-21 years old, reside in Lomita and Torrance and are WIA eligible. WIA-eligible youth are youth who are economically disadvantaged and have one or more identified barrier (i.e., basic skills deficient, homeless, runaway, foster youth, pregnant or parenting, offender, school drop-out, youth with a disability or youth who requires additional assistance to complete an educational program or to secure/hold employment). Unless otherwise approved by the Network in writing, youth previously enrolled in WIA-funded program, either through the Network or a subcontract, may not be enrolled in the WIA Youth Academy Project if less than two years have passed since their exit from the WIA-funded program. Concurrent enrollment with another WIA-funded youth program is also not permitted without prior approval from the Network.

## II. PROGRAM DESIGN

The Subcontractor's Youth Academy Project focuses on exposing, preparing and placing youth in high-growth/high demand careers/industries. Subcontractor will ensure youth's academic preparation through basic skills upgrading (i.e., math, reading, etc.) and occupational skills training, as well as through work-readiness training. By creating successful partnerships with organizations from education, business, labor, social services and community-based organizations, Subcontractor shall ensure youth's preparedness to enter the labor market, particularly high-growth/high-demand careers/industries for employment or enter post-secondary education, military or advanced training. To further support the Project's focus, the Subcontractor has uniquely designed their respective project to incorporate additional career exploration activities, as well as other services, to meet the needs of their youth participants and to capitalize on the individual expertise of the Subcontractor and their Project partners.

## III. PROGRAM ADMINISTRATION

### A. Outreach/Recruitment

Subcontractor is responsible for ensuring that enrollment goals are met as a result of outreach and recruitment efforts (Refer to Program/Budget Planning Summary). The Subcontractor's outreach and recruitment efforts shall focus on WIA-eligible youth. WIA-eligible youth are youth who are economically disadvantaged, 14-21 years old, and have one or more of the following identified barriers:

1. Basic Skills Deficient (below 9<sup>th</sup> grade level in reading and/or math);
2. Homeless, Runaway, Foster Youth;
3. Pregnant or Parenting;
4. Offender;
5. School Dropout; and
6. Youth requires additional assistance to complete an educational program or to secure/hold employment.

Subcontractor is required to place the following language on all printed materials (i.e., flyers, brochures, announcements, etc.) used in conjunction with the Subcontractor's WIA-funded project:

*"This program is funded by the Workforce Investment Act (WIA) of 1998 through the Pacific Gateway Workforce Investment Network."*

- and -

*"Equal Opportunity Employer/Program. Auxiliary aids and services available upon request to individuals with disabilities. To request a reasonable accommodation, please call (insert appropriate telephone number) or TTY (insert appropriate telephone number) at least 72 hours prior to event."*

Upon request, Subcontractor may utilize the Pacific Gateway Workforce Investment Network's logo on printed materials used in conjunction with Subcontractor's WIA-funded project.

**B. Orientation**

Subcontractor must provide program orientation to prospective youth participants. The orientation must include information on the full-array of services provided available through the WIA-funded program, including services and referrals provided by collaborating partners.

**C. Eligibility/Initial Certification**

Subcontractor is responsible for initial determination of WIA eligibility for all perspective participants recruited for its program. All necessary completed eligibility documents and MIS forms must be batched and provided to the Youth Opportunity Center for final eligibility determination. Subcontractor is required to make sure all male U.S. citizens, and male aliens living in the U.S., who are 18 through 25, are registered with Selective Service. Subcontractors must keep record of male participants who will turn 18 throughout the program and ensure they become registered with Selective Service once they turn 18. Subcontractors are required to submit documentation verifying participant's selective service registration to Youth Academy Specialist.

**D. Basic Skills Assessment/Upgrading**

Subcontractor is responsible for conducting an initial basic skills assessment, the Test of Adult Basic Education (TABE), for all participants during the eligibility/initial certification appointment. If a youth is determined to be basic skills deficient (scoring below 9<sup>th</sup> grade level in either reading or applied math on the TABE), the area(s) of deficiency must be addressed through activities designed to increase comprehension. All deficient youth must receive remediation in all areas of deficiency (i.e., reading, applied math). **A post-test to determine a functioning level increase must be administered to all basic skills deficient youth.** Subcontractor must use TABE 9 Level D as a pre-test, and TABE 10 Level D as a post-test. **There must be a minimum of 50 hours of instruction before administering the post-test.** TABE pre- and post-test scores will be recorded on the MIS Test Scores form. Basic skills remediation activities may include school re-entry for out-of-school youth. Non-basic skills deficient youth may also participate in remediation activities.

**E. MIS Enrollment and Test Scores**

MIS Enrollment and Test Scores forms must be submitted by the Subcontractor within 5 days of providing services to youth. Services may not be provided to youth until final eligibility determination and enrollment is completed and approved. Once activities are completed, the updated Enrollment and Test Scores forms must be submitted to the Youth Opportunity Center for review and submission to the Program Support Unit. Subcontractor must ensure the timeliness of submissions, as it impacts the validity of data reported by the Network to its Board and the State's Employment Development Department.

## **F. Case Management**

Subcontractor shall provide case management services, including (but not limited to): developing an Individual Service Strategy (ISS) in partnership with youth, which documents all services and progress towards achievement of program goals and objectives; individual counseling; file maintenance; and completion of all required customer tracking forms, including case notes. Subcontractor staff will be required to use the Network's Internet-based case management system (VOS-Virtual One-Stop) to record and document services provided to participating youth. Case management staff, as well as other appropriate Subcontractor staff, are responsible for attending and actively participating in mandatory monthly Subcontractor meetings and training sessions, prior to and during the contract period.

## **G. National Work-Readiness Credential Training (NWRC)**

Subcontractor shall ensure all enrolled youth are provided work-readiness training in accordance with the Equipped for the Future (EFF) learning standards under the National Work Readiness Credential (NWRC). Subcontractor shall provide directly or coordinate such efforts with Network approved vendors. This training will cover four modules of real world scenarios:

- Situational Judgment;
- Oral Language;
- Reading and Understanding; and
- Using Math to solve problems

These modules incorporate information (i.e., scenarios, case studies, data, etc.) that further exposes youth to high-growth/high-demand occupation(s)/industry(ies).

Class-based training components will include both basic skills remediation and work readiness instruction in line with NWRC curriculum and standards. Youth are required to pre- and post-test youth for knowledge of work readiness skills utilizing assessment components.

Upon successful completion and attainment of the (NWRC) training, the participant will receive a "National Work Readiness Credential Attainment" certificate issued by the Castle Worldwide Incorporated. Subcontractor must obtain a copy of the original Credential and maintain it in the case file. A copy of the Credential must be provided to the Youth Academy Specialist and the Operations Unit when requesting reimbursement for performance incentives.

Please Note: The NWRC does not meet the criteria for Industry Recognized Certificate.

## **H. Occupational Skills Training Component**

Enrolled youth must receive occupational skills training that focuses on a high-growth/high-demand occupation/ industry, and provide youth with the skills

necessary to perform work-related functions within that occupation/industry. Subcontractor is required to assess youth for occupational interest, training suitability and attainment of skills tied to the occupational skills training provided.

Upon completion of the occupational skills training component, Subcontractor shall issue a Certificate of Completion to participating youth, verifying the youth's completion of the occupational skills training component. (Youth Opportunity Center staff will provide a sample template of a Certificate of Completion form for use by the Subcontractor). Once issued, a copy of the Certificate must be maintained in the case file, provided to the Youth Academy Specialist and the Operations Unit if requesting reimbursement for performance incentives.

#### **I. Industry Recognized Certificate**

Enrolled youth must attain an industry-recognized certificate in recognition of necessary technical or occupational skills gained for employment in a high-growth/high-demand occupation/industry, or advance training within an occupation, in addition to, a high school diploma or GED (if applicable).

Certificates may be issued by:

- State boards of education, State boards governing community colleges and universities;
- State licensing boards for private schools, State education associations;
  - Integrated post-secondary or higher education reporting units;
  - State Department of Professional or Occupational Regulation;
  - Professional, industry, or employer organizations or product manufacturers or developers;
  - Registered apprenticeship programs, Office of Job Corps; and
  - Training institutions/providers.
- High School or Adult Basic Education providers (GED/Equivalent testing agencies).

#### **PROGRAM SPECIFIC DETAILS**

The Subcontractor's Energy Pathways and Urban Arts Programs under WIA will expose youth to high-demand/high-growth training leading to industry-recognized certificates and employment. These occupations will focus on the Energy and Education Sectors, respectively.

The Subcontractor is responsible to ensure partners are adhering to the State of California requirements for classroom training and for any hands-on practicum and supervision in order to successfully pass and obtain an industry recognized certificate.

**Subcontractor will meet certificate attainment requirements as spelled out in the Program Performance Standards Section through the participant's attainment of an industry-recognized certificate.**

#### **J. Supportive and Referral Services**

Subcontractors must follow the Network's Supportive Services guidelines contained in policy WIB-18 Supportive Service Policy.

Supportive Services may be provided to WIA-enrolled youth, as defined in WIA Section 101 (46), may include the following:

- A. Linkages to community services;
- B. Assistance with transportation;
- C. Assistance with child care and dependent care;
- D. Assistance with housing;
- E. Referrals to medical services; and
- F. Assistance with uniforms or other appropriate work attire and related work tools, including such items as eyeglasses and protective eye wear.

WIA Youth Subcontractors must have authorization to provide supportive services outside of the defined list (a-f). If supportive services are not identified on their approved budget, subcontractors must obtain pre-approval prior to issuance. Subcontractors must coordinate with Youth Opportunity Center staff to ensure that required forms and supporting documentation is accurately provided.

#### **K. Follow-Up Services**

**Subcontractor must provide all youth with some form of follow-up service, every 30 days as appropriate, for a minimum of twelve months after exit (TEGL 3-99). If it has been determined that an exited youth customer is in need of substantial follow-up services as documented in their ISS and/or their case notes, Subcontractor must provide follow-up services as often as is necessary to address the youth's circumstances and needs.**

Follow-up services help to ensure continued youth engagement and sustain positive progress and outcomes toward long-term success. Follow-up services for youth may include:

- 1. Confirmation of performance attainment
- 2. Leadership development
- 3. Supportive services
- 4. Regular contact with a youth and their employer, including assistance addressing work-related problems that arise
- 5. Assistance in securing better paying jobs, career development and further education
- 6. Work related peer support groups
- 7. Adult mentoring and tutoring
- 8. Tracking the progress of youth in employment after training

#### **IV. PROGRAM ELEMENTS**

WIA requires that youth participating in WIA-funded programs have access to 10 required program elements. Under this contract the Subcontractor or other partnering agency are providing four of these elements, (1) Academic Assistance (Basic Skills Upgrading), (2) Occupational Skills Training, (3) Supportive Services, and (4) Follow-



up Services. In addition, participants must have access to the other six elements by partner or through referral:

1. **Alternative Education** - Opportunities and assistance to re-enroll and attend an educational program outside of traditional secondary education including adult schools, charter schools, high school diploma or GED programs, community colleges, vocational schools and/or occupational programs
2. **Leadership Development** - Opportunities for youth to learn, direct, and apply positive leadership and positive social behaviors. This includes community service, citizenship training, decision-making, service learning, cultural diversity training, and peer-centered activities encouraging responsibility.
3. **Mentoring** - Opportunities for youth to interact meaningfully, and one-on-one, with a caring adult(s) over a minimum 12-month period to improve academic performance, provide job shadowing, goal setting, career exploration, work readiness, and social skills improvement – and may occur both during and after Youth Academy Project participation.
4. **Guidance and Counseling** - Services that offer advice, guidance, and resources to aid youth in overcoming barriers and in solving personal problems – and includes (not limited to) drug and alcohol abuse counseling, goal setting, and referrals to other services appropriate to the needs of the individual youth.
- 5-6. **Work Experience and Summer Employment** - Opportunities for youth to learn work-related skills and to acquire effective workplace behaviors, including both paid and unpaid work experience activities, internships, summer employment, job shadowing, and other planned and structured learning experience that occurs in the workplace.

## V. INCENTIVE

Subcontractor may provide participating youth with performance incentives and/or program incentives to maximize positive performance outcomes and encourage active program participation.

**Performance Incentives** are available to youth meeting specific goals listed in the Network's Performance Incentive Policy Matrix. Youth participants may be able to earn up to \$300 (not more than \$75 increments per outcome, no more than 4 instances) in performance incentives for achieving established performance goals, as budgeted by Subcontractor. In addition, Subcontractor will ensure that Tracking/Receipt Form is maintained in each case file, along with appropriate supporting documentation, to verify that outcomes have been achieved and incentives received by youth.

**Program Incentives** may be used to encourage participation and continued progress as youth successfully complete one or more components of a program. Incentives, for example may address areas of completion of work experience/internship, tutoring activities, good/improved attendance and behavior.

Incentives can include gift certificates, T-shirts, field trips, or other items the program determines to be motivating to youth. Youth participants may be able to earn up to \$250 and not more than in program incentives for achieving established program outcomes, as budgeted by Subcontractor. Subcontractor will ensure that Criteria Proposal Form for program incentives is completed and submitted to the YOC Coordinator for approval prior to providing any program incentives to participating youth. In addition, Subcontractor will ensure that Tracking/Receipt Form is maintained in each case file, along with appropriate supporting documentation, to verify that outcomes have been achieved and incentives received by youth.

## VI. PROGRAM PERFORMANCE STANDARDS

Performance measures are set by the State of California Workforce Investment Division, in negotiation with the Pacific Gateway Workforce Investment Board. In an effort to ensure and maximize positive outcomes, the Network has included local outcomes for WIA Subcontractors.

Continuation of funding will be contingent upon the attainment of the following performance outcomes.

### YOUTH PERFORMANCE MEASURES

#### **BASIC SKILLS** (75% Completion Rate)

**Objective** - Youth should attain at least one basic skills goal, which represents an increase in an educational functioning level within each area of deficiency, within one year of the date set or prior to exit (whichever comes first)

**Program Elements** – Basic skills remediation must be provided in each area of deficiency

**Required Documentation** – MIS Enrollment form (when applicable), Basic Skills Pre and Post assessments, MIS Youth Test Scores form (when applicable)

**Excludes** – Youth that are not deficient on their basic skills pre-test

#### **NATIONAL WORK READINESS CREDENTIAL TRAINING** (85% Completion Rate)

**Objective** – All youth should be pre-tested, post-tested in areas that youth did not pass, and provided training.

**Program Elements** – National Work Readiness Training (Not Industry Recognized Certificate)

**Required Documentation** – MIS Enrollment form, National Work Readiness Pre- and Post-test scores, and credential if obtained.

**Excludes** – N/A. All youth required to participate

#### **OCCUPATIONAL SKILLS TRAINING** (85% Completion Rate)

**Objective** - Youth should successfully complete occupational skill training and receive a Subcontractor issued program certificate for "Successful Completion of Occupational Skill Training" in addition to an Industry Recognized Certificate

**Program Elements** – Occupational skills training

**Required Documentation** – MIS Enrollment form, Occupational skills evaluations, attendance records, Subcontractor issued certificate of completion

**Excludes** – N/A. All youth required to participate

#### **INDUSTRY RECOGNIZED CERTIFICATE (80% Completion Rate)**

**Objective** - Youth should attain an industry-recognized certificate, Diploma or GED

**Program Elements** – Occupational skills training

**Required Documentation** – MIS Enrollment form, Industry-recognized certificate

**Excludes** – N/A. All youth required to participate

#### **EXIT – PLACED IN ONE OF THE FOLLOWING: EMPLOYMENT, POST-SECONDARY EDUCATION, MILITARY OR ADVANCED TRAINING (75% Completion Rate)**

**Objective** - At exit, youth should be in employment (full-time or part-time), enrolled in post-secondary education, advanced training, and/or in the military

**Program Elements** – MIS Enrollment form, work readiness or occupational skills training, academic and training assistance, work experience, internship, job search assistance

**Required Documentation** – Employment information (i.e., check stub, letter of employment, etc.), school records, training records, military records (when applicable) and MIS Exit Form

**Excludes** – Youth who are already employed and remained with the same employer at exit, or in post-secondary education or training at enrollment or neutral outcomes

#### **FOLLOW-UP ACTIVITY (75% Completion Rate)**

**Objective** - During the first and third quarter after exit, youth should be in employment (fulltime or part-time), post-secondary education, advanced training, occupational skills training and/or in the military

**Program Elements** – Follow-up services

**Required Documentation** – Employment information/supplemental data, school records, training records or military records (when applicable) and MIS Follow-Up Form

**Excludes** – Youth that exit the program with a neutral outcome

#### **NEUTRAL OUTCOMES**

Youth that exit the program in one of the following neutral outcomes will be excluded from this performance measure:

- Institutionalized
- Health/Medical or Family Care
- Reserve Forces called to active duty
- Relocated to a Mandated Program
- Deceased

## VII. CONTRACT MANAGEMENT

The City shall compare planned vs. actual program performance and expenditure levels on a quarterly basis. This analysis is based on the Subcontractor's approved Program/Budget Planning Summary Form (Exhibit D).

If subcontractor is 10% or more below their planned total at the end of the quarter or any quarter thereafter, the City has the right to unilaterally cancel the contract or deobligate funds up to the amount of the under expenditure. Alternatively, Subcontractor may be required to implement a corrective action plan for review and approval by the City. Subcontractor shall ensure all planned program performance and expenditure levels are met.

## VIII. RECORD KEEPING AND MONTHLY REPORTING REQUIREMENT

### A. Fiscal Reporting/Invoicing

1. Subcontractor will ensure that invoices are submitted on the 10<sup>th</sup> of each month and are in compliance with Project Budget (Exhibit C). If the 10<sup>th</sup> of the month falls on a Saturday or Sunday, invoice must be submitted the Friday before. Subcontractor is required to participate in WIA In-Service Training and provide invoices and supporting documentation as requested by the City.
2. Subcontractor funds will not exceed **\$200,000** of WIA Title I funds to achieve program goals. The Subcontractor will be reimbursed for all pre-approved (reasonable and necessary) costs incurred in the operation of the program, as detailed in the Project Budget. Supporting documentation is required to justify reimbursements.
3. Subcontractor must include accruals on all monthly invoices per State of California Directive WIAD 04-15, effective March 1, 2005.
4. Subcontractor may exceed cost categories by no more than 10%, provided that that the difference is reduced from other account(s) within the same cost category and the total amount for each cost category remains the same. Any other budget changes must be approved by the City and through a Letter of Modification or an Amendment to the Contract submitted by the Subcontractor.
5. Invoices must be submitted to the Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach, CA 90807, Attention: Accounts Payable.
6. Written requests for budget changes must be submitted to the Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach, CA 90807, Attention: Contracts/Procurement Coordinator.
7. Subcontractor shall ensure the accuracy of each invoice.
8. Subcontractor must submit a Cost Allocation Plan annually to the City.

## **B. Program Reporting**

1. Subcontractor shall ensure the timely submittal of required program documents, reports, and forms.
2. Subcontractor shall submit all required MIS forms within 5 working days of activity.
3. Subcontractor completed and submitted to the Network for approval a Program and Budget Planning Summary. The Summary is incorporated as part of this Statement of Work and will be monitored by YOC staff to ensure targeted numbers and costs are met.
4. Subcontractor will ensure the completion and submittal of the Monthly Management Report (MMR) on the 10<sup>th</sup> of each month. If the 10<sup>th</sup> of the month falls on Saturday or Sunday, the MMR must be submitted on the Friday prior to the 10<sup>th</sup>. A copy of the MMR must be provided to the Subcontractor's assigned Network Youth Academy Specialist as well as included as part of the Subcontractor's invoice, due on the 10<sup>th</sup> of each month.
5. The MMR is designed to track actual program activity (i.e. enrollment, goals, etc.) and individual participation with each Subcontractor to determine if planned performance levels are met, or if corrective action is necessary.
6. Subcontractor shall ensure the accuracy of each report.

## **C. Record Keeping and Reporting Requirements**

1. The following documents are to be maintained in participant files by the Subcontractor:
  - a. Eligibility Documentation;
  - b. Suitability Interview;
  - c. Participant Handbook Receipt;
  - d. MIS Documentation;
  - e. Case Notes via Virtual One-Stop (VOS);
  - f. Applicable Pre & Post Tests;
  - g. Individual Service Strategy (ISS);
  - h. Participant Internship Agreement (if applicable);
  - i. Training Site Agreement (if applicable);
  - j. Copy of YOC Application;
  - k. Verification of Supervisor Orientation Form (if applicable);
  - l. Parental Medical and Emergency Consent Form;
  - m. Consent to Access Internet;
  - n. Copy of Participant Time Sheets (if applicable);
  - o. Certificate of Completion (Work-readiness and Occupational Skills);
  - p. Industry-recognized Certificates;
  - q. Progress Reports;
  - r. Participant Evaluations completed by Worksite Supervisor (if applicable);

- s. Support Services Request Form (if applicable);
  - t. Support Services Tracking Form (if applicable);
  - u. Incentive Program Tracking Form (if applicable);
  - v. Incentive Performance Tracking Form (if applicable);
  - w. Follow-up Services(s)
2. Subcontractor is required to immediately notify assigned Youth Academy Specialist, or in his/her absence YOC Coordinator, of any accident or injury and to submit an Incident Report regarding such occurrence.
  3. Subcontractor is required to maintain all program records for a minimum of 7 years. Access to records by the awarding agency, the grantee, DOL, or the Controller Center of the United States for the purpose of audit, examination, excerpts, and transcription must be made available. Records retained for 7 years may not be destructed unless approved by the City in writing.

**D. FINAL PROJECT SUMMARY REPORT**

Subcontractor is required to submit final billing and report to the City within thirty (30) days of completion of contract. At minimum the report shall address the following:

1. Brief description of programs and services offered;
2. Challenges
3. Number of enrollments;
4. Results of Special Award Condition Corrective Action Outcomes (if applicable)
5. Total hours of paid activities for each participant;
6. Number of positive outcomes;
7. Performance outcomes met;
8. List of collaborating partners and training sites utilized, and services provided by each;
9. Recommendations for future programs; and
10. Final close-out invoice with total funds awarded and expended.

**IX. GENERAL INFORMATION**

**A. Unallowable Activities and Costs**

The Subcontractor shall comply with the following guidelines per WIA, or reimbursement may be disallowed:

1. Political Activities: No financial assistance may be provided for any program, which involves political activities.
2. Maintenance of Effort:
  - a. No currently employed worker shall be displaced by any participant (including partial displacement, such as a reduction in hours or non-overtime work, wages or employment benefits).
  - b. No WIA funds are to be used to assist, promote, or deter union organizing.

- c. No program shall impair existing contracts for services or collective bargaining agreements without the written concurrence of the labor organization and employer concerned.
- d. No participant shall be employed or job opening filled when (1) any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated employment with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this contract.
- e. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- f. No person or organization may charge an individual a fee for the placement or referral of such individuals in or to a training program funded under this Act.

**B. WIA Contract Clauses**

Subcontractor shall administer contract within the policies and procedures mandated by the Workforce Investment Act of 1998 and the Pacific Gateway Workforce Investment Network and agrees to comply with the following contract clauses, as applicable, during the duration of the contract period:

- a. Compliance with awarding agency requirement and/or regulations related to patent rights, copyrights, and rights in data;
- b. Maintenance of records for 7 years;
- c. The Equal Employment Opportunity Act provisions;
- d. The Americans with Disabilities Act of 1990;
- e. The Contract Work Hours and Safety Standards Act;
- f. The Clean Air Act and Environmental Protection Agency regulations;
- g. The Energy Policy Conservation Act;
- h. The Bryd Anti-Lobbying Amendment;
- i. The Debarment and Suspension requirements;
- j. The Copeland "Anti-Kickback" Act;
- k. The Davis-Bacon Act.

**C. Administrative Dispute Resolution**

The YOC/Pacific Gateway Workforce Investment Network and Subcontractor will communicate openly and directly to resolve any problems or disputes related to completing the contract in a cooperative manner and at the lowest level of intervention possible. Should information resolution efforts fail, the dispute shall be referred to the Chair of the Pacific Gateway Workforce Investment Network's Board who shall place the dispute upon the agenda of a regular or special meeting of the Executive Committee. The Executive Committee decision will be the final administrative decision.

**D. Nepotism**

Subcontractor may not hire, directly or through an employing agency, a person in an administrative capacity, staff position, or on-the-job training position funded under the Act if a member of that person's immediate family is engaged in an administrative capacity for that Subcontractor.

Immediate family is defined as a wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent and stepchild.

**XI. CONTINUATION OF CONTRACT:**

Continuation of this contract is contingent upon the satisfactory achievement of the standards and goals of the contract as determined by the City and/or availability of WIA funds from the State of California. If a Subcontractor cannot fulfill the obligations of this contract, the Subcontractor must notify the Network's Contracts/Procurement Coordinator in writing immediately.

**XII. LETTER OF MODIFICATION:**

The Subcontractor agrees to the following procedures for modification of the contract:

1. All requests for contract modifications must be in writing and include detailed justification for such modifications.
2. The City may initiate a letter of modification at any time during the contractual term with written concurrence from the Subcontractor. Letters should be addressed to Bryan Rogers; Executive Director, Pacific Gateway Workforce Investment Network, 3447 Atlantic Avenue, Long Beach, CA 90807.



**EXHIBIT C  
PACIFIC GATEWAY WORKFORCE INVESTMENT NETWORK  
ADMINISTERED BY THE CITY OF LONG BEACH**

**WIA YOUTH ACADEMY PROGRAM  
PROJECT BUDGET**

**Organization Information:**

**Name:** SOUTH BAY CENTER FOR COUNSELING


**Address:** 360 N. SEPULVEDA BLVD., SUITE 2075, EL SEGUNDO, CA 90245  
Street City Zip Code

**Telephone Number:** (310) 414-2090

**Fax Number:** (310) 414-2096

**Email Address:** ernestodlsantos@sbaycenter.com

**Contact Person:** ERNESTO S. DE LOS SANTOS

**Federal ID:** 

**Agreement Information:**

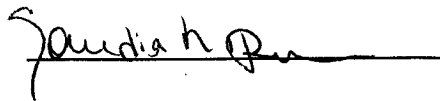
**Budget Period:** JANUARY2011 - DECEMBER2012      **Contract No:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_      **Amendment No:** \_\_\_\_\_

**Funding Source:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Fiscal Approval:**



**Date:** 3/8/11

**Subcontractor Name**  
**Program Name**  
**BUDGET DETAIL**

**INDIRECT COST RATE/ ADMINISTRATIVE COSTS**

		Jan 2011 - Jun 2011	Jul 2011 - Jun 2012	Jul 2012 - Dec 2012	Budget Total
APPROVED IN-DIRECT COST RATE		1st Year	2nd Year	3rd Year	Total
	PERCENTAGE				-
					-
	<b>TOTAL</b>	-	-	-	-

**OR**

ADMINISTRATIVE SALARY COSTS			1st Year	2nd Year	3rd Year	Total
Position / Title	Hr. Salary	% of allocation				
Accounting Staff	\$ 18.00	12.50%	1,560.00	4,698.00	2,349.00	8,607.00
						-
		<b>TOTAL</b>	1,560.00	4,698.00	2,349.00	8,607.00

ADMINISTRATIVE FRINGE COSTS			1st Year	2nd Year	3rd Year	Total
Description	% Rate/ annual amount	% of allocation				
List Budget per position & itemize the benefits (See example below & add add'l lines when necessary)						-
FICA	\$ 2,875.18	12.50%	119.80	359.40	179.70	658.89
Workmen's Compensation	\$ 473.56	12.50%	19.73	59.19	29.60	108.52
Health Benefits	\$ 1,998.00	12.50%	83.25	249.75	124.88	457.88
Unemployment Insurance	\$ 717.57	12.50%	29.90	89.70	44.85	164.44
		<b>TOTAL</b>	252.68	758.04	379.02	1,389.74

ADMINISTRATIVE -Other			1st Year	2nd Year	3rd Year	Total
Description		Planned % of allocation				
						-
						-
						-
		<b>TOTAL</b>	-	-	-	-

**PROGRAM SALARY & FRINGE BENEFITS**

			Jan 2011 - Jun 2011	Jul 2011 - Jun 2012	Jul 2012 - Dec 2012	Budget Total
			1st Year	2nd Year	3rd Year	
<b>SALARIES &amp; WAGES</b>						
Position Title	Salary	Planned % of Time				
Family Support Specialist	\$ 4,250.00	50%	8,500.00	25,500.00	12,750.00	46,750.00
Family Support Specialist	\$ 3,120.00	100%	12,480.00	37,440.00	18,720.00	68,640.00
			-	-	-	-
		<b>TOTAL</b>	<b>20,980.00</b>	<b>62,940.00</b>	<b>31,470.00</b>	<b>115,390.00</b>

FRINGE BENEFITS			1st Year	2nd Year	3rd Year	Total
Description	% Rate annual amount	% of allocation (equal to Salary % of time)				
List Budget per individual & itemize the benefits (See example below & add addtl lines when necessary)						-
						-
<b>POSITION A</b>						-
FICA	\$ 3,901.50	50%	650.25	1,950.75	975.38	3,576.38
Workmen's Compensation	\$ 642.60	50%	107.10	321.30	160.65	589.05
Health Benefits	\$ 1,998.00	50%	333.00	999.00	499.50	1,831.50
Unemployment Insurance	\$ 717.57	50%	119.60	358.79	179.39	657.77
						-
<b>POSITION B</b>						-
FICA	\$ 2,864.16	100%	954.72	2,864.16	1,432.08	5,250.96
Workmen's Compensation	\$ 471.74	100%	157.25	471.74	235.87	864.86
Health Benefits	\$ 1,998.00	100%	666.00	1,998.00	999.00	3,663.00
Unemployment Insurance	\$ 717.57	100%	239.19	717.57	358.79	1,315.55
						-
		<b>TOTAL</b>	<b>3,227.10</b>	<b>9,681.31</b>	<b>4,840.65</b>	<b>17,749.07</b>

**PROGRAM RELATED EXPENSE**

			Jan 2011 - Jun 2011	Jul 2011 - Jun 2012	Jul 2012 - Dec 2012	Budget Total
			1st Year	2nd Year	3rd Year	
<b>TRAINING/ TRAINING MTLs</b>						
Description		Quantity/Price				
Training Fees				20,000.00	10,000.00	30,000.00
						-
		<b>TOTAL</b>	-	20,000.00	10,000.00	30,000.00

			1st Year	2nd Year	3rd Year	Total
<b>OPERATING COSTS</b>						
Description	Vendor	Quantity/Price				
Rent		\$ 342.70	1,370.80	4,112.40	2,056.20	7,539.40
Mobile Phone		\$ 52.00	312.00	936.00	468.00	1,716.00
Mileage		\$ 80.00	480.00	1,440.00	720.00	2,640.00
Office/Program Supplies		\$ 30.00	60.00	180.00	90.00	330.00
Postage/Courier Services		\$ 16.75	67.00	201.00	100.50	368.50
Equipment Repairs/Maint		\$ 70.00	140.00	420.00	210.00	770.00
		<b>TOTAL</b>	2,429.80	7,289.40	3,644.70	13,363.90

			1st Year	2nd Year	3rd Year	Total
<b>PROGRAM - OTHER</b>						
Description		Quantity/Price				
						-
						-
						-
						-
		<b>TOTAL</b>	-	-	-	-

**PARTICIPANT RELATED EXPENSE**

Description	Quantity/Price	Jan 2011 - Jun 2011	Jul 2011 - Jun 2012	Jul 2012 - Dec 2012	Budget Total
		1st Year	2nd Year	3rd Year	
Program Incentives	\$250 MAX PER PARTICIPANT TBD by Approved Criteria Approval Form				-
Performance Incentive	\$300 MAX PER PARTICIPANT \$75 each				-
Performance Incentive	45 \$ 50.00		1,125.00	1,125.00	2,250.00
Program Incentives	45 \$ 50.00		2,250.00		2,250.00
					-
	<b>TOTAL</b>	-	<b>3,375.00</b>	<b>1,125.00</b>	<b>4,500.00</b>

**SUPPORTIVE SERVICES**

Description	Quantity/Price	1st Year	2nd Year	3rd Year	Total
See Supportive Service Policy	45 \$ 200.00	2,250.00	4,500.00	2,250.00	9,000.00
*Any supportive service outside of list (A-F) for Youth providers must be pre-approved					-
					-
	<b>TOTAL</b>	<b>2,250.00</b>	<b>4,500.00</b>	<b>2,250.00</b>	<b>9,000.00</b>

<b>GRAND TOTAL</b>	<b>\$</b>	<b>30,699.58</b>	<b>113,241.75</b>	<b>56,058.37</b>	<b>199,999.70</b>
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**IN-KIND CONTRIBUTION**

Description	Quantity/Price	1st Year	2nd Year	3rd Year	Total
					-
					-
					-
					-
					-
					-
	<b>TOTAL</b>	-	-	-	-

200,000.00

(0.30)

**BUDGET INFORMATION**  
(Subcontractor Name, Contract#)

**SECTION A - Budget Summary by Categories**

Acct.No.	Budget Category	Jan 2011 - Jun 2011	Jul 2011 - Jun 2012	Jul 2012 - Dec 2012	Contract Budget Total
118	Indirect Costs/Administrative	-	-	-	-
119	Administrative Salary	1,560.00	4,698.00	2,349.00	8,607.00
120	Administrative Fringe	252.68	758.04	379.02	1,389.74
<b>PROGRAM COSTS</b>					
201	Staff Salaries	20,980.00	62,940.00	31,470.00	115,390.00
202	Fringe Benefits	3,227.10	9,681.31	4,840.65	17,749.07
203	Training Materials & Supplies	-	20,000.00	10,000.00	30,000.00
204	Operating Costs	2,429.80	7,289.40	3,644.70	13,363.90
205	Program - Other	-	-	-	-
<b>PARTICIPANT RELATED COSTS</b>					
301	Incentives	-	3,375.00	1,125.00	4,500.00
302	Support Services	2,250.00	4,500.00	2,250.00	9,000.00
<b>TOTALS</b>		<b>30,699.58</b>	<b>113,241.75</b>	<b>56,058.37</b>	<b>199,999.70</b>

**Section B - Cost Sharing/Match Summary (if appropriate)**

Acct. No.	Budget Category	Jul 2010 - Jun 2011	Jul 2011 - Jun 2012	Jul 2011 - Jun 2012	24 Month Budget
	In-Kind Contribution	-	-	-	-
<b>Total In-Kind:</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Note:

**WIA YOUTH ACADEMY PROJECT 2010-2012**  
**PROGRAM PLANNING SUMMARY (STATEMENT OF WORK - EXHIBIT D)**

In-School Program  Out-of-School Program

Subcontractor: South Bay Center for Counseling Total youth to be served: 10

Program Name: Urban Arts Academy Region 1  Region 2

State Measures

I. Enrollments	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sep 11	Oct 11	Nov 11	Dec 11	Jan 12	Feb 12	Mar 12	Apr 12	May 12	Jun 12	Jul 12	Aug 12	Sep 12	Oct 12	Nov 12	Cum. Total	
New participants per month				4	4	2																			10	
<b>II. Skill Attainment/Completion</b>																										
1. Basic Skills						4	6																			10
2. National Work Readiness Credential					4	3	3																			10
3. Occupational Skills						5	5																			10
<b>III. Certificate Attainment</b>																										
1. Industry-Recognized Certificate								5	5																	10
2. High School Diploma or GED																										
<b>IV. Exit</b>																										
1. Exits								5	5	Exit Quarter																10
<b>V. Placement</b>																										
1. Employment									5																	5
2. Post Secondary Education									5																	5
3. Advanced Skills Training																										
4. Occupational Skills Training								5	5																	10
5. Military																										
<b>VI. Follow Up (1st and 3rd qtr after exit)</b>																										
1. Employment										5																5
2. Post Secondary Education										5																5
3. Advanced Skills Training																										
4. Occupational Skills Training																										
5. Military																										

Dec 10-Feb 11	Mar 11-May 11	June 11-Aug 11	Sep 11-Nov 11	Dec 11-Feb 12	Mar 12-May 12	June 12-Aug 12	Sep 12-Nov 12	
<b>Program Services</b>			Complete Prg Services Exit Quarter	1st Qtr After Exit	2nd Qtr After Exit	3rd Qtr After Exit	4th Qtr After Exit	
Basic Skills Assessmt 30 days after Enrollment Clock Begins (Date Set)	<b>Program Services</b> 1 Outreach and Recruitment 2 Certification and Enrollment 3 Skill Attainment Assessmnt 4 Skill Attainment Post Assessment (Up to 1 year from enrollment) 5 Workreadiness - Certificate of Completion 6 Occupational Skills Training - Certificate of Completion		Basic Skills Attainment Clock Ends Within one year of initial Date Set or prior to Exit, whichever comes first	1st Qtr Follow-up 'Employment, Post Secondary, Military or Advanced Training	2nd Quarter Follow Up Period	3rd Quarter Follow Up Period	4th Quarter Follow Up Period	
						State Measures		
						Industry Recognized Certificate		
						Employment, Post Secondary, Military or Advance Training		

REC.  
RVF 1-24-11

**WIA YOUTH ACADEMY PROJECT 2010-2012**  
**PROGRAM PLANNING SUMMARY (STATEMENT OF WORK - EXHIBIT D)**

In-School Program  Out-of-School Program

Subcontractor: South Bay Center for Counseling

Total youth to be served: 35

Program Name: Energy Pathway Program

Region 1  Region 2

State Measures

I. Enrollments	Dec 10	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sep 11	Oct 11	Nov 11	Dec 11	Jan 12	Feb 12	Mar 12	Apr 12	May 12	Jun 12	Jul 12	Aug 12	Sep 12	Oct 12	Nov 12	Cum. Total	
New participants per month				15	5	10	5																		35	
<b>II. Skill Attainment/Completion</b>																										
1. Basic Skills							5	5	10	10	5															30
2. National Work Readiness Credential							10	10	10	5																35
3. Occupational Skills							20	10	5																	35
<b>III. Certificate Attainment</b>																										
1. Industry-Recognized Certificate							20	10	5																	35
2. High School Diploma or GED																										0
<b>IV. Exit</b>																										
1. Exits									10	10	15															35
<b>V. Placement</b>																										
1. Employment																										0
2. Post Secondary Education									10	10	15															35
3. Advanced Skills Training																										0
4. Occupational Skills Training																										0
5. Military																										0
<b>VI. Follow Up (1st and 3rd qtr after exit)</b>																										
1. Employment												5			5											10
2. Post Secondary Education											5		10	10												25
3. Advanced Skills Training																										0
4. Occupational Skills Training																										0
5. Military																										0

Dec 10-Feb 11	Mar 11-May 11	June 11-Aug 11	Sep 11-Nov 11	Dec 11-Feb 12	Mar 12-May 12	June 12-Aug 12	Sep 12-Nov 12	
<b>Program Services</b>			Complete Prg Services <b>Exit Quarter</b>	1st Qtr After Exit	2nd Qtr After Exit	3rd Qtr After Exit	4th Qtr After Exit	
<b>Program Services</b>			Basic Skills Attainment Clock Ends Within one year of initial Date Set or prior to Exit, whichever comes first	1st Qtr Follow-up 'Employment, Post Secondary, Military or Advanced Training	2nd Quarter Follow Up Period	3rd Quarter Follow Up Period	4th Quarter Follow Up Period	
Basic Skills Assessmt 30 days after Enrollment Clock Begins (Date Set)						State Measures		
						Industry Recognized Certificate		
						Employment, Post Secondary, Military or Advance Training		

REC.  
RVF  
1-24-11



**WIA YOUTH ACADEMY PROJECT 2011-2012  
PROGRAM PLANNING SUMMARY (STATEMENT OF WORK - EXHIBIT D)**

In-School Program

Out-of-School Program

**Subcontractor:** South Bay Center for Counseling (dba South Bay Center for Community Development)

**Total youth to be served:** 45

**Program Name:** Energy Pathways Program & Urban Arts Academy

**Region 1**

**Region 2**

<b>VII. Budget Summary</b>	Jan 11	Feb 11	Mar 11	<b>1st Qtr</b>	Apr 11	May 11	Jun 11	<b>2nd Qtr</b>	Jul 11	Aug 11	Sep 11	<b>3rd Qtr</b>	Oct 11	Nov 11	Dec 11	<b>4th Qtr</b>
			7112.38	7112.38	7862.4	7862.4	7862.4	23587.2	9436.81	9436.82	9436.81	28310.44	9436.81	9436.82	9436.81	28310.44